

SECTION 2
SPECIAL CONDITIONS

SECTION 2 - SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this Invitation to Bid is to establish a contract for the purchase of Tire Leasing and Related Services for transit revenue buses, for Miami-Dade County on behalf of Miami-Dade Transit (MDT) Department.

2.2 TERM OF CONTRACT, SIXTY (60) MONTHS.

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by MDT and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the sixtieth (60) month of the contract term, plus any run-out period option if exercised by the County.

2.3 METHOD OF AWARD: TO A SINGLE LOWEST PRICED BIDDER IN THE AGGREGATE

Award of this contract will be made to the responsive, responsible Bidder who submits an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. If a Bidder fails to submit an offer on all items, its overall offer may be rejected. The County will award the total contract to a single Bidder.

2.3.1 Bidder shall be regularly engaged in the business of providing transit bus tire leasing and tire services for transit agencies for at least five (5) consecutive years as of the bid opening date. Documentation shall be submitted with Bidder's bid document, and may be in the form of contract award documents from other agencies, fleet customers, or equivalent.

2.3.2 Bidders shall be regularly engaged in the business of providing transit bus tire leasing and tire services for transit agencies and submit three letters of reference. These references must demonstrate to the County's satisfaction that the bidder has sufficient experience and expertise in the transit bus industry. The references must be on company letterhead, signed, and clearly listing their contact information for verification purposes.

2.3.3 Bidders shall submit the current manufacturer's price list for the corresponding tire groups with your bid.

The County reserves the right to request any additional documentation during evaluation of bid submittals.

2.4 PRICES SHALL BE FIXED AND FIRM FOR THE TERM OF THE CONTRACT:

If a Bidder is awarded a contract as a result of this solicitation, the prices proposed by the Bidder shall remain fixed and firm during the term of contract. The rate or rates per tire mile for the entire 36 month run-out period

shall be the rate or rates in effect for the last twelve month period immediately preceding the original expiration date.

MIAMI-DADE COUNTY

BID NO.: 7400-0/15

SECTION 2

SPECIAL CONDITIONS

2.5 METHOD OF PAYMENT

The awarded Bidder shall submit monthly invoices ten (10) calendar days after MDT submits the monthly report to the awarded Bidder. The invoices shall reflect the type of service provided to MDT in the prior month and in accordance with Section 1, paragraph 1.35.

2.6 LIQUIDATED DAMAGES

Liquidated Damages may include such losses as loss of Ridership as a result of reduced confidence in the transit system, negative publicity and loss of public good will as a result of reduced reliability and performance levels.

The awarded Bidder shall pay to MDT \$115 per hour, per occurrence of each below, plus the cost of tires if any, for each hour that any of the following events occur:

- a) Awarded Bidder fails to replace tires, prior to the time the vehicle is scheduled to be placed into service, that are damaged or defective or have a tread depth on any point on the tread which is less than that specified in Section 3.0 of this Contract, or are in any way unsafe for normal use on a transit vehicle.
- b) Awarded Bidder fails to provide tires that meet all specifications stated in this Contract.
- c) Awarded Bidder fails to provide competent staff at the levels described in Section 3.0 of this Contract.
- d) Awarded Bidder fails to perform any of the tire service tasks described in Section 3.0 of this Contract.

Assessment of liquidated damages shall commence upon MDT notifying the awarded bidder, unless additional time is granted by MDT. No liquidated damages will be assessed if the defect is corrected within eight (8) hours of notice of defect by MDT.

Additionally, the awarded Bidder shall be liable for any compensatory damages incurred by the County. Payments of liquidated and compensatory damages are due within thirty (30) calendar days after receipt of a written demand by Miami Dade County.

2.7 INDEMNIFICATION AND INSURANCE (1) - GENERAL SERVICE AND MAINTENANCE CONTRACT

Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners, principals or

subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Contractor shall furnish to the Internal Services Department / Procurement Management Services, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A" as to management, and no less than "Class VII" as to financial strength, by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

NOTE CERTIFICATE HOLDER MUST READ:

**MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128-1989**

Compliance with the foregoing requirements shall not relieve the Contractor of his liability and obligation under this section or under any other section of this agreement.

The Contractor shall submit a certificate of insurance within ten (10) business days after notification of recommendation to award. If certificate does not include the coverages outlined in the terms and conditions of this solicitation, the Contractor shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the Contractor to provide the required certificate of insurance within fifteen (15)

business days, may result in the Contractor being deemed non-responsible and the issuance of a new award recommendation.

The Contractor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years (except run-out period option) that may be granted to the Contractor in accordance with **Section 2.2 of this solicitation**. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the Contractor in accordance with **Section 1.26 of this solicitation**.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

The vendor shall submit a certificate of insurance within ten (10) business days after notification of recommendation to award. If certificate does not include the coverages outlined in the terms and conditions of this solicitation, the vendor shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the vendor to provide the required certificate of insurance within fifteen (15) business days, may result in the vendor being deemed non-responsible and the issuance of a new award recommendation.

The vendor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the vendor in accordance with **Section 2.5 of this solicitation**. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with **Section 1.23 of this solicitation**.

2.8 SHIPPING TERMS: F.O.B. DESTINATION

For items other than leased tires, Bidders shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative as applicable.

2.9 DELIVERY REQUIREMENTS

The awarded bidder shall make tire deliveries to, and pickups from, all MDT operating facilities listed below and any other bus maintenance facility providing services to MDT under contract. All deliveries shall be made in accordance with best commercial practice, and all required delivery timeframes shall be adhered to by awarded Bidder except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the awarded Bidder. In these cases, the awarded Bidder shall notify MDT of the delays when know.

Central Facilities
3431 NW 31 Street
Miami, Florida 33142

Northeast Facility
360 NE 185 Street
Miami, Florida 33179

Coral Way Facility
2775 SW 74 Avenue
Miami, Florida 33155

All deliveries shall be made in accordance with good commercial practice, and all required delivery time frames shall be adhered to by the vendor(s); except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance.

2.10 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

2.11 ADDITION OR DELETION OF FACILITIES

Although this solicitation identifies specific facilities where the services are currently provided, it is hereby agreed and understood that MDT may add or delete facilities when no longer required during the contract period. MDT will provide written notice of no less than thirty (30) calendar days to the vendor of such addition or deletion.

The County may obtain price quotes for additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the awarded Bidder, or for other reasons at the County's discretion.

2.12 CLEAN-UP

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the awarded bidder shall thoroughly clean up all areas where work has been involved as mutually agreed with the user department's project manager.

2.13 PURCHASE / LEASE OF OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES

While the County has listed the tire sizes and tire services within this solicitation which are utilized by MDT in conjunction with their operations, new buses with different tire sizes may be acquired during the term of this contract and may require additional and/or similar services. Under these circumstances, County may obtain a price quote for these other items from the awarded Bidder. The awarded Bidder shall cooperate with the County to provide sufficient data to allow the County to formulate price or costs analyses. The County reserves the right to award these items to the awarded bidder, or acquire them through a separate solicitation.

2.14 LICENSES, PERMITS, AND FEES

The awarded Bidder shall obtain and pay for all licenses, permits, and fees required for this contract; and shall comply with all laws, ordinances, regulations, and building code requirements applicable to the work contemplated herein. Damages, penalties, and fines imposed on the County or the awarded Bidder for the awarded Bidder's failure to obtain required licenses or permits shall be borne by the awarded Bidder. Miami-Dade County understands and agrees that the awarded Bidder has no control over the work space provided.

2.15 RUN-OUT PERIOD OPTION

Upon the expiration of this contract, if awarded bidder is not awarded the succeeding contract, the County shall have the right, provided it gives written notice of exercise not less than 30 days prior to expiration, to extend this contract for a run-out period not to exceed thirty six (36) months from the original expiration date. During this run-out period the County will continue to use all tires, furnished by the awarded bidder of this contract, in County's possession. The awarded bidder of this contract will not be providing new tires during this run-out period.

All terms and conditions of the contract shall remain in force except that the awarded Bidder of this contract shall be relieved of any requirement to furnish the County with additional tires, materials, equipment, or tire services and required insurance during this run-out period.

The rates per tire mile in effect during the run-out period shall be the same rates in effect for the last twelve month period of the five year contract term.

It is understood that the MDT will continuously use such tires as practicable on its highest mileage runs until such tires are rendered permanently unfit for service during said run-out period.

Upon expiration of the run-out period MDT will pay for any unused mileage on such tires at the rates in effect for the last twelve month period of the five year contract term. MDT will acquire each such used tire as is, with no warranty as to the condition or fitness for continued use of such tires. The amount of the unused mileage shall be the rates as set forth in paragraph three above.

2.16 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

2.17

DRAFT

SECTION 3

SPECIAL CONDITIONS

3.1 SCOPE OF WORK

The awarded Bidder shall furnish MDT tires for use on buses, which includes County owned / leased buses, and minibuses on a mileage basis for re-numeration under the terms and conditions set forth hereinafter. The County agrees to use tires furnished by the awarded bidder on County fleet operated by MDT. MDT may continue to use the tires it owns for the fleet. Additionally, the County may either lease and/or make a direct purchase of tires for its fleet. Such tires may be, at the County's sole discretion, incorporated into this Contract for service by the awarded bidder. The awarded bidder shall provide service to such tires regardless of the source of supply. The number of tires to be furnished hereunder shall be sufficient to keep the fleet fully equipped and to provide a reserve supply to be mounted on wheel rims and stored in MDT facilities or any other Bus Maintenance facility providing service to MDT as may be required. Vehicles operating under this Contract shall be equipped with appropriate wheel rim sizes, type, and spacing to conform to the approved standards of the Tire and Rim Association, Inc., herein incorporated by reference.

3.2 RECORD KEEPING AND REPORTS

MDT will maintain a record of the number of miles covered by each vehicle each month and electronically submit those records to the successful bidder by the 10th of the following month. Bus mileage data/records will be made available to the awarded bidder upon request.

All tires must be branded with an identifiable tracking number prior to shipping to MDT for inventory control purpose.

Awarded bidder shall provide to MDT, a monthly detailed listing of all MDT fleet (by vehicle number) per Group, for which services were performed.

The awarded bidder shall maintain computer records of all details with respect to the items to be furnished under this Contract, including but not limited to, one complete copy of each invoice and related notes. The awarded bidder shall provide the following computerized monthly reports:

- a) Monthly tire mileage reports sorted by and in this order:
 - 1. Group
 - 2. Garage number & location
 - 3. Vehicle Number
 - 4. Wheel position
- b) The monthly tire mileage reports must contain the following information:
 - 1. Total monthly mileage
 - 2. Total accumulated mileage (on new tread and/or retread)

3. Brand number, date and tread mileage (new or retread) of tires removed from wheel position
- c) Monthly reports providing tire mileage summary by:
 1. Category, listing the brand number, tire mileage, and
 2. Date of all tires permanently removed from service during the month and the average tire mileage for all tires of the category permanently removed from service during the previous six (6) month period.
- d) A listing of air pressure checks by vehicle number (Does not need to be computerized).
- e) Monthly report, which indicates wheel rims, by an identification marking, which have been **cleaned and brightened**.

3.3 FUTURE PURCHASE OF BUSES

When purchasing or leasing new buses with tire sizes not listed in this contract, for which MDT has not yet taken title to, on or before the effective date of this Contract, the County shall have the following options:

- a) lease tires from the awarded bidder
- b) purchase tires from the awarded bidder
- c) purchase or lease vehicles already equipped with tires
- d) purchase tires from another vendor.

If the awarded bidder is required to deliver tires under this paragraph, the awarded bidder shall provide tires meeting the specifications contained in Section 3.0 of this Contract, and which conform to the approved standards of the Tire and Rim Association, Inc. Such tires shall then be incorporated into this Contract. If MDT chooses options A or B above, the tire mileage rate charged shall be in Bidder's subsequent price quote per **Section 2.13**.

The County may choose to negotiate a separate lease rate for tires for other vehicles not currently included in this Contract that may be placed into operation during the Contract term or if a different size and/or construction type of tire is required. Additionally, the County shall have the option to purchase or lease tires for vehicles not included in this Contract from another vendor.

In case of vehicles that may be purchased or leased during the term of this Contract the awarded bidder may be required to sell and/or deliver tires to the North American plant(s) or North American seaport for delivery to the vehicle manufacturer(s). Such deliveries shall be made when requested in writing with thirty (30) days' notice by the County.

3.4 SALE OR DISPOSAL OF BUSES

If during the term of this Contract, the County sells, or in any manner dispose of or removes from operation any fleet vehicle which have been equipped with the awarded bidder's supplied tires, or discontinue the use of any fleet vehicle equipped with awarded bidder's supplied tires, such tires will promptly be fitted on other vehicles, and if these tires cannot be used on other existing fleet vehicles, the County shall have the option to purchase the unused mileage of those tires at the rates set forth in the bidder's proposal form or buy the tires at a price agreeable to the County and the awarded bidder.

The awarded Bidder shall remove from MDT facilities, at no cost to MDT, all new unused tires, and retreads. MDT will give the awarded Bidder advance notice of disposition of buses so that the awarded Bidder has an opportunity to minimize spare stock.

In the event that MDT elects to use scrap tires on buses that are to be sold or disposed of, the awarded Bidder agrees to furnish such tires to MDT, if available, at no charge. Under no circumstances shall a buses equipped with scrap tires be operated on any public road.

3.5 DAMAGE TO AND/OR LOSS OF TIRES

The costs to replace tires due to premature tire failures provided by the awarded bidder shall be borne entirely by the awarded bidder, regardless of the reason for the failure, including, but not limited to, tires damaged by irregular wear, brake heat, curbing, road hazards, improper installation, and misalignment. The County will maintain vehicles, including alignment, to the vehicle equipment manufacturer's specifications.

The awarded Bidder will be reimbursed, on a remaining mileage basis, for any loss of awarded Bidder's supplied tires held in MDT facilities as a result of fire, accident, or theft by proven forced entry. Such reimbursement will be made as described below.

Tire value for the purpose of determining the amount of loss under this paragraph will be determined by subtracting from the average mileage recorded for all tires of the same group (original tread or retread) removed from service during the six-month period immediately preceding the date of such loss, the mileage run by the particular tire prior to such loss and multiplying the difference by the tire rate in effect at the time of loss.

In the event that insufficient tires have been removed from service to determine an appropriate tire average, the awarded bidder may delay billing until such average can be determined based on the first fifty tires removed from service.

Payment for extra tubes will be made at the Manufacturer's current printed price list less 50%.

Notwithstanding the foregoing, the awarded Bidder shall be responsible for all tire losses resulting from tire theft (except when there is evidence of forced entry) or fraudulent conversions while the tires are located in tire service areas provided by MDT. The awarded bidder shall also be liable for loss of any nature that occurs while the tires are in the process of being transferred.

3.6 TITLE TO TIRES

MDT will not transfer, sublet, or lend tires furnished by the awarded Bidder, or permit the tires to be used by anyone other than MDT, without the prior written consent of the awarded Bidder. Title to all tires furnished hereunder shall remain at all times with the awarded Bidder until the unused mileage is purchased by the MDT. MDT has the right to purchase unused mileage on tires in use and take possession of tires at any time during the term of this contract. Tires in use are those used tires mounted on wheel rims, both those already installed on buses and those in inventory. No unused tires or unused retreads whether mounted or un-mounted shall be considered tires in use. If the County exercises its right to purchase the unused mileage on tires, the value of the unused mileage shall be calculated as described in Section 3.5 of this Contract.

3.7 VEHICLE TIRE SERVICE STAFFING

The awarded Bidder shall provide at a minimum the following staff:

- a) One Tire Service Technician Supervisor to oversee all Contractor Employees assigned to the various locations under this Contract.
- b) Thirteen (13) tire service technicians. The tire service technicians shall be assigned four to each facility (Northeast Facility, Central Facility and Coral Way Facility), to provide 24 hour/ 7 days a week service. The remaining tire service technician shall be available to perform work assignments as deemed necessary by the tire service technician supervisor.

All tire service technicians and supervisor (s) must undergo an annual Bus Familiarization course provided by MDT. No tire service technician or supervisor may be allowed to commence work on this contract without first completing the course. MDT will provide the initial Bus Familiarization course prior to the commencement of any work and an annual refresher course. These initial and annual courses will be provided free of charge by MDT. The training will include familiarization with different buses in the fleet, driving in the yard, in/out of shop bays, use of lifts, wheel torque procedures, and safety practices. The course length can be up to 8 hours.

Thereafter, MDT will provide the initial course for a fee to be determined by MDT, but not to exceed \$100 for each new employee. The awarded bidder, at its own cost, may request the Bus Familiarization course at any time during the life of the contract for any employee.

All tire service technicians, supervisors, and any other employee operating an MDT buses must possess a valid Class E Licenses at all times. No employee of the awarded bidder shall operate an MDT buses to transport passengers and shall only operate County buses on MDT property.

Following is a snapshot of MDT's peak schedules for December 20, 2015 (Provided herein for informational purposes only).

METROBUS SCHEDULED PEAK VEHICLE REQUIREMENT FOR DECEMBER 20, 2015 LINEUP

USING 75 MINUTE BOOK-BACKS

<u>WEEKDAY</u>	<u>AM PEAK</u>			<u>PM PEAK</u>		
Division	Big Buses	Mini Buses	= Totals	Big Buses	Mini Buses =	Totals
Central	170	35	205	185	39	224
Coral Way	209	16	235	228	16	244
Northeast	223	0	223	237	0	237
Totals	602	51	653	650	55	705

<u>SATURDAY</u>	<u>AM PEAK</u>			<u>PM PEAK</u>		
Division	Big Buses	Mini Buses	= Totals	Big Buses	Mini Buses =	Totals

Central	124	23	147	150	24	174
Coral Way	100	5	105	114	8	122
Northeast	107	0	107	129	0	129
Totals	331	28	359	393	32	425

<u>SUNDAY</u>	<u>AM PEAK</u>			<u>PM PEAK</u>		
Division	Big Buses	Mini Buses =	Both Totals	Big Buses	Mini Buses =	Both Totals
Central	103	19	122	123	23	146
Coral Way	79	6	85	97	7	104
Northeast	89	0	89	101	0	101
Totals	271	25	296	321	30	351

3.8 TIRE TESTING

The County reserves the right to install test tires of a make other than the awarded bidder's on its vehicles; such test tires shall not exceed 5% (five percent) of the vehicles covered by this Contract at any time, provided such tires are being tested for the purpose of improving operations and the County has granted approval in writing.

3.9 TIRE SPECIFICATIONS

All bus tires supplied by the awarded bidder must meet the following minimum specifications. Any changes shall be submitted to the County in advance for approval.

- a) Tubeless with valve and metal caps;
- b) Steel radial ply construction (Load Range as Specified in Section 3.15)
- c) The treads must be a minimum of 18/32 inches deep over 6/32-inch minimum of base gauge re-groovable rubber;
- d) Must be suitable for highway use at speeds up to 65 mph and must not be adversely affected by operation on buses in the South Florida Sub-tropical Marine Environment with the following ranges of environmental conditions:
 - 1.) ambient temperatures of 20 degrees Fahrenheit to 105 degrees Fahrenheit.
 - 2.) relative humidity of 20% to 100% condensing
 - 3.) average of 183 hours per year of thunderstorms with lightning.
 - 4.) maximum rainfall of 12 inches in 24 hours
 - 5.) average rainfall of 59.6 inches per year.

All minibus tires supplied by the awarded bidder must meet the following minimum specifications:

- a) Tubeless with valve and metal caps

- b) Steel radial ply construction (Load Range as specified in Section 3)
- c) Must be suitable for highway use at speeds not less than 65 mph and must not be adversely affected by operation on vehicles in the South Florida Sub-tropical Marine Environment with the following ranges of environmental conditions:
 - 1.) ambient temperatures of 20 degrees Fahrenheit to 105 degrees Fahrenheit.
 - 2.) relative humidity of 20% to 100% condensing.
 - 3.) average of 183 hours per year of thunderstorms with lightening.
 - 4.) maximum rainfall of 12 inches in 24 hours.
 - 5.) average rainfall of 59.6 inches per year

Bus tires may be re-grooved or retread provided that 3/32 of an inch under tread remains after re-grooving or retread. Retread tire treads must be bonded to the casing by a hot or cold retread process. All retread tires must be indelibly stamped to identify them as such. Re-grooved or retread tires shall not be used on the front wheels of any vehicles.

The awarded bidder must replace fleet vehicle tires when the tread depth at any point on the tread measures 4/32 of an inch on front tires and 2/32 of an inch on rear tires.

Awarded bidder shall not provide tires, which because of their condition; interfere with the use, operation, or safety of buses and minibuses or are unfit for further service. If found on any vehicle, the County will notify the Contractor as to the condition of such defective tires. The awarded bidder shall immediately remove those tires from service.

3.10

VEHICLE TIRE SERVICE AND FEES

The awarded bidder shall perform the following tasks on buses and vehicles made available for service for tires owned or leased by the County and for tires owned by the awarded bidder and leased to the County:

- a) Maintain a sufficient supply of tires to guarantee continuity of service.
- b) Mount and dismount tires on and from wheel rims supplied by the County.
- c) Repair tires as required.

- d) Re-groove and recap tires.
- e) Static balance all front tires.
- f) Dispose of scrap tires within one (1) week of removal from service:
 - Tires owned by MDT and supplied by the awarded bidder or other sources
 - Tires obtained under this Contract by other County departments
 - Tires owned by the awarded bidder

The awarded bidder shall pay all disposal fees including, but not limited to, the Florida waste tax.

- g) Furnish all supplies (wheel weights, valve stems and caps, repair materials, mounting lubricant, etc.) tools, equipment, and transportation as may be required, except those items listed in Section 3.0, paragraph 3.12, which will be furnished by the County.
- h) Perform wheel assembly changes on all vehicles and torque lug nuts in accordance with vehicle manufactures specifications. The awarded bidder will re-torque all lug nuts as per specifications, between 50 – 100 miles after any wheel replacement or after one day of service using toque putty to indicate lug nuts have been properly torqued. Torque the lug nuts after a brake re-line or wheel replacement by MDT personnel before the bus goes into service. The County will provide records of brake re-lines or wheel replacements completed by MDT personnel before the bus goes back into service to ensure that the Bidder re-torques all lug nuts as required.
- i) Reverse position of front tires as necessary to maximize tire mileage.

- j) Reverse position of curb damaged tires to protect sidewalks.
- k) Mate rear dual tires. The difference in circumference of tires matched for use shall not exceed 0.5 inches. Only shiny and clean rims should be used on the outer tires.
- l) Visually inspect tires, wheels, and mountings for evidence of adverse mechanical conditions, including but not limited to, misalignment, loose wheel bearings, worn radius rod bushings, loose or missing lug nuts. For vehicles with independent suspension, wheel alignment will be checked visually.
- m) All tires shall be inflated to conform to approved standards of the Tire and Rim Association, Inc. or as may be mutually agreed upon by the County and the awarded bidder. The awarded bidder shall inspect the tires of each available vehicle every fourteen (14) days, at minimum, and adjust inflation, if necessary.
- n) All tire pressure monitors, if equipped, must be re-installed during the tire mounting process. The tire monitoring system must be checked and calibrated when wheels are installed on the bus.
- o) Reinstall skirt panels if equipped.

The awarded bidder shall monitor all vehicle tires covered under this Contract to ensure that all conditions and requirements listed above are met at all times during the term of the contract. In the event of a dispute between the awarded bidder and the County regarding the fitness and/or safety of a tire, the County, in its sole discretion, shall determine the fitness and/or safety of the tire.

3.11 CLEANING AND PREPARATION SERVICES OF WHEELS / RIMS

The awarded bidder shall provide the following services:

- a) Aluminum rims must be cleaned, **shined**, and de-burred in preparation for service. Steel wool or abrasive chemicals that affect the factory sealed coating on the rims shall not be used for cleaning.

- b) Cleaned wheel rims shall be visually inspected for signs of metal fatigue and cracking. Any wheel rims showing such defects shall be returned to MDT for inspection.
- c) Ensure that mounting surfaces and hardware are clean and free of rust, dirt, and foreign material.
- d) Ensure that wheel/hub clearance is within specification through use of the go/no go gauge.
- e) Apply a thin coat of Anti-Seize compound (TG8030CO0001) to the hub pilot to prevent galling.
- f) Prior to installing the lug nuts, apply two drops of oil (15W-40) at one point between the nut flange and hex.

3.12 COUNTY / CONTRACTOR FURNISHED FACILITIES AND EQUIPMENT

The awarded bidder shall supply and maintain all necessary tools and equipment at each of the service sites including, but not limited to, the following equipment:

- Tire mounting machines
- Tire re-groovers
- Tire spreaders
- Balancing machines
- Heavy duty air wrenches
- Torque wrenches
- Sockets

The County will provide at each of the service sites the following space and equipment:

- One shop bay
- Vehicle lift

- Shop air
- Non-Portable water
- Shop Electricity

The awarded bidder shall maintain at least annual calibration certifications on all torque wrenches and provide calibration documentation to the MDT Division Chief at each location for file retention. Any costs related to the replacement of lost equipment or damages due to improper use will be borne by the awarded bidder.

3.13 TERMINATION

At termination of this Contract, the County may purchase from the awarded bidder all mileage remaining on the tires in use. Tires in use are only those used tires mounted on wheel rims and will include both those already installed on vehicles and those in inventory. A cash purchase price will be calculated by multiplying the tire mileage remaining on the tires by the mileage rates in effect for the preceding twelve-month period before the Contract termination date. The mileage remaining shall be determined by subtracting the mileage the tires have run in service from the average mileage recorded for all tires of the same group (original tread or retreaded) removed from service during the preceding twelve month period to the termination of the Contract. Payment to the awarded bidder for the remaining mileage will be made in equal monthly installments over a period of twelve months with the first payment to be made within sixty (60) days of the termination of the Contract. Such tires may be purchased where they are and as they are, without warranties or representations of any kind. Any unused tires, unused retreads, and any un-mounted used tires in inventory shall be removed by the awarded bidder at no cost to the County.

The awarded bidder, at the termination of this Contract, shall remove all of its personal property with the exception of that property, which the County has agreed to purchase, within thirty (30) calendar days. Any personal property of the awarded bidder which is not removed in accordance with this Section will be removed by the County and stored in an outside storage container at the bidder's expense.

Failure on the part of the awarded bidder to reclaim its personal property within thirty (30) days from the date of termination shall constitute a gratuitous transfer of title to the County for whatever disposition is deemed to be in the best interests of the County. If the awarded bidder has any property in its possession belonging to the County, the awarded bidder will account for the same, and dispose of it in the manner the County directs.

3.14 ROAD CALLS

The County's authorized Flat Tire Service Agent will pick up replacement tires, from the nearest tire facility, and return damaged tires to the same facility as replacement. The awarded bidder will provide documentation to the authorized Flat Tire Agent and the County of all replacement tires provided to the Flat Tire Agent and damaged tires received. The awarded bidder will monitor inventory and the location of all leased tires. The County or the County's authorized Flat Tire Service Agent will provide documentation containing road call information (for example: vehicle number, wheel position, brand numbers, etc.)

3.15 FLEET DATA

MDT uses re-groovable, tubeless, and radial tires on its fleet of buses and minibuses. The following is a listing of current tire sizes and load ratings per group.

GROUP I – 32' BUS – LOW FLOOR, GVW 31,500lb

<u>Quantity</u>	<u>Make</u>	<u>Model</u>	<u>Load Rating</u>	<u>Tire Size</u>
75	Optima	Opus	H	285/70R19.5
				Dual Rears

GROUP II – 32' BUS – FLOOR???, GVW ???lb Will TO VERIFY FLOOR, MODEL AND GWW'S

<u>Quantity</u>	<u>Make</u>	<u>Model</u>	<u>Load Rating</u>	<u>Tire Size</u>
3	Gillig	N/A	J	275/70R 22.5
				Dual Rears

GROUP III – 40' BUS – MOBILE COMMAND CENTER, GVW 36,900lb & 39,500lb

<u>Quantity</u>	<u>Make</u>	<u>Model</u>	<u>Load Rating</u>	<u>Tire Size</u>
1	GMC	RTS-II-04	J	305/85R x 22.5

BID NO.: DRAFT
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10	Flexible	Metro 40'	J	305/85R x 22.5
				Dual Rears

GROUP IV – 40' BUS – STANDARD FLOOR, GVW 40,600lb

<u>Quantity</u>	<u>Make</u>	<u>Model</u>	<u>Load Rating</u>	<u>Tire Size</u>
6	NABI	NABI 40SFW	J	305/85R x 22.5
				Dual Rears

GROUP V – 40' BUS – LOW FLOOR, GVW 42,000lb

<u>Quantity</u>	<u>Make</u>	<u>Model</u>	<u>Load Rating</u>	<u>Tire Size</u>
713	NABI	NABI 40LFW	H	305/70R x 22.5
				Dual Rears

GROUP VI – 40' BUS – LOW FLOOR, GVW 41,800lb

<u>Quantity</u>	<u>Make</u>	<u>Model</u>	<u>Load Rating</u>	<u>Tire Size</u>
35	Gillig	G30D102N4	J	305/85R x 22.5
				Dual Rears

GROUP VII – 45' STANDARD FLOOR, GVW 48,000lb

<u>Quantity</u>	<u>Make</u>	<u>Model</u>	<u>Load Rating</u>	<u>Tire Size</u>
12	MCI	D4500	J	315/80R x 22.5
				Dual Rears

GROUP VIII – 60' LOW FLOOR, GVW 65,000lb

<u>Quantity</u>	<u>Make</u>	<u>Model</u>	<u>Load Rating</u>	<u>Tire Size</u>
25	New Flyer	DE60LFA	H	305/70R x 22.5
				Dual Center Axle

43

NABI

60BRT-20

L

Dual Rears

305/70R x 22.5

Dual Center Axle

Dual Rears

3.16 DEFINITIONS

MDT or OPERATOR – Shall mean Miami-Dade County, Transit Department.

TIRE – Shall mean a casing, tube, and flap for a tube-type tire; and casing only for a tubeless tire.

BUS – Shall mean a transit bus 32', 40' and 60' long vehicle.

VEHICLE – Shall mean any Transit bus, coach, mini-bus, etc.

RIMS / WHEELS – Shall mean the equipment upon which tires are to be mounted. Rims / Wheels shall be of sizes and types to conform to the approved standard of the Tire & Rim Association of America, Inc.

BUS AND SERVICE VEHICLE MILES – Shall mean the actual number of miles of operation / travel of a bus. The methods to record bus and service vehicle miles shall be established at the discretion of MDT (with methods reasonably designated to provide reliable mileage information). The service and vehicle miles will be calculated by means of an instrument, which will accurately record mileage of each bus and service vehicle, and may be supplemented by using vehicle operating maintenance and service schedule records to provide accurate mileage information."

LEASED TIRE MILEAGE RATE – Shall mean the rate paid to the bidder for the use of the bidder manufactured tires.

VEHICLE TIRE SERVICE RATE – Shall mean the rate paid for repairing, servicing, and maintaining all tires in revenue service and shall be a separate additional charge for bidder manufactured tires and the only rate applied against pre-contract (run-out) and MDT uniquely branded tires.

PERMANENTLY UNFIT FOR SERVICE (SCRAP TIRES) – Shall mean any tire, which through damage or use has completed its useable life and is not to be used in any additional revenue service.

DAMAGED / ABUSED TIRE – Shall not include tires which have accumulated bus mileage equal to or greater than the average mileage and must be removed after evaluation as permanently unfit for service.

NFPA – Shall mean the National Fire Protection Association

NIOSH – Shall mean the National Institute of Occupational Safety Hazard

OSHA – Shall mean the Occupational Safety and Health Administration

FMCSA – Shall mean the Federal Motor Carrier Safety Administration

TIRE FITNESS – Shall mean the tire meets or exceeds all appropriate specifications contained in this contract

DEFECTIVE TIRE – Shall mean tires which because of their condition, interfere with the used, and/or safety of buses, or minibuses.

DRAFT

PENING: 2:00 P.M.

Wednesday

March 10, 2010

Submit Bid To:
CLERK OF THE BOARD

Stephen P. Clark Center

111 NW 1st Street

QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES, DELIVERED IN MIAMI-DADE COUNTY, FLORIDA

Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by: J. Lee	DPM Purchasing Division	Date Issued: 2/09/10	This Bid Submittal Consists of Pages 34 through 40
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Sealed bids are subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

Tire Leasing and Related Services for Miami-Dade Transit

A Bid Deposit in the amount of N/A of the total amount of the bid shall accompany all bids

A Performance Bond in the amount of N/A of the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County

DO NOT WRITE IN THIS SPACE

ACCEPTED _____ HIGHER THAN LOW _____

NON-RESPONSIVE _____ NON-RESPONSIBLE _____

DATE B.C.C. _____ NO BID _____

ITEM NOS. ACCEPTED _____

FIRM NAME: _____

COMMODITY CODE: 863-00, 863-05, 863-10

Procurement Analyst

Jesus Lee

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS.

FAILURE TO SIGN **PAGE TBD** OF SECTION 3, BID SUBMITTAL FORM, WILL RENDER YOUR BID NON-RESPONSIVE.

DRAFT

We propose to furnish all tools, materials, supplies, labor, and transportation necessary to supply and service MDT with tire leasing, vehicle tire service, in accordance with technical specification listed in section 3.0. For calculation purposes, groups 1 through 6 are vehicles with six (6) tires, group 7 are vehicles with eight (8) tires and group 8 are vehicles with ten (10) tires. The mileage and number of wheel/rims listed below represents the best estimate available at this time, but is not a guaranty.

ITEM	TIRE SIZE	DESCRIPTION	MILEAGE RATE	ANNUAL TOTAL
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Lease Rate Per Tire Mile

1. Group I - 32' Bus, Low Floor

<u>Estimated Annual</u>				
<u>Year</u>	<u>Tire Size</u>	<u>Vehicle Miles</u>	<u>Tire Mileage Rate</u>	<u>Annual Cost</u>
1	285/70R x 19.5	3,129,497 miles x 6	\$_____ per tire mile =	\$_____
2	285/70R x 19.5	3,409,873 miles x 6	\$_____ per tire mile =	\$_____
3	285/70R x 19.5	3,409,873 miles x 6	\$_____ per tire mile =	\$_____
4	285/70R x 19.5	3,409,873 miles x 6	\$_____ per tire mile =	\$_____
5	285/70R x 19.5	3,409,873 miles x 6	\$_____ per tire mile =	\$_____
Total Cost for Five Years – Group I (Years 1 thru 5)				\$_____

2. Group II - 32' Bus, Low Floor

<u>Estimated Annual</u>				
<u>Year</u>	<u>Tire Size</u>	<u>Vehicle Miles</u>	<u>Tire Mileage Rate</u>	<u>Annual Cost</u>
1	275/70R 22.5	144,000 miles x 6	\$_____ per tire mile =	\$_____
2	275/70R 22.5	144,000 miles x 6	\$_____ per tire mile =	\$_____
3	275/70R 22.5	144,000 miles x 6	\$_____ per tire mile =	\$_____
4	275/70R 22.5	144,000 miles x 6	\$_____ per tire mile =	\$_____
5	275/70R 22.5	144,000 miles x 6	\$_____ per tire mile =	\$_____

Total Cost for Five Years – Group I (Years 1 thru 5)

\$ _____

3. Group III - 40' Bus, Mobile Command CenterEstimated Annual

<u>Year</u>	<u>Tire Size</u>	<u>Vehicle Miles</u>	<u>Tire Mileage Rate</u>	<u>Annual Cost</u>
1	305/85R x 22.5	2,133 miles x 6	\$ _____ per tire mile =	\$ _____
2	305/85R x 22.5	2,133 miles x 6	\$ _____ per tire mile =	\$ _____
3	305/85R x 22.5	2,133 miles x 6	\$ _____ per tire mile =	\$ _____
4	305/85R x 22.5	2,133 miles x 6	\$ _____ per tire mile =	\$ _____
5	305/85R x 22.5	2,133 miles x 6	\$ _____ per tire mile =	\$ _____
Total Cost for Five Years – Group II (Years 1 thru 5)				\$ _____

ITEM	TIRE SIZE	DESCRIPTION	MILEAGE RATE	ANNUAL TOTAL
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4. Group IV- 40' Bus, Standard FloorEstimated Annual

<u>Year</u>	<u>Tire Size</u>	<u>Vehicle Miles</u>	<u>Tire Mileage Rate</u>	<u>Annual Cost</u>
1	305/85R x 22.5	1,008,324 miles x 6	\$ _____ per tire mile =	\$ _____
2	305/85R x 22.5	909,350 miles x 6	\$ _____ per tire mile =	\$ _____
3*	305/85R x 22.5	1 miles x 6	\$ _____ per tire mile =	\$ _____
4*	305/85R x 22.5	1 miles x 6	\$ _____ per tire mile =	\$ _____
5*	305/85R x 22.5	1 miles x 6	\$ _____ per tire mile =	\$ _____
Total Cost for Five Years – Group III (Years 1 thru 5)				\$ _____

* For years 3 through 5, vehicles may be retired; hence the estimate annual mileage is stated as 1, and a price is required.

5. Group V - 40' Bus, Low Floor

<u>Estimated Annual</u>				
<u>Year</u>	<u>Tire Size</u>	<u>Vehicle Miles</u>	<u>Tire Mileage Rate</u>	<u>Annual Cost</u>
1	305/70R x 22.5	34,798,664 miles x 6	\$_____ per tire mile =	\$_____
2	305/70R x 22.5	31,382,956 miles x 6	\$_____ per tire mile =	\$_____
3	305/70R x 22.5	31,244,912 miles x 6	\$_____ per tire mile =	\$_____
4	305/70R x 22.5	31,244,912 miles x 6	\$_____ per tire mile =	\$_____
5	305/70R x 22.5	31,244,912 miles x 6	\$_____ per tire mile =	\$_____
Total Cost for Five Years – Group IV (Years 1 thru 5)				\$_____

6. Group VI - 40' Bus, Low Floor

<u>Estimated Annual</u>				
<u>Year</u>	<u>Tire Size</u>	<u>Vehicle Miles</u>	<u>Tire Mileage Rate</u>	<u>Annual Cost</u>
1	305/85R x 22.5	1,680,000 miles x 6	\$_____ per tire mile =	\$_____
2	305/85R x 22.5	1,680,000 miles x 6	\$_____ per tire mile =	\$_____
3	305/85R x 22.5	1,680,000 miles x 6	\$_____ per tire mile =	\$_____
4	305/85R x 22.5	1,680,000 miles x 6	\$_____ per tire mile =	\$_____
5	305/85R x 22.5	1,680,000 miles x 6	\$_____ per tire mile =	\$_____
Total Cost for Five Years – Group IV (Years 1 thru 5)				\$_____

ITEM	TIRE SIZE	DESCRIPTION	MILEAGE RATE	ANNUAL TOTAL
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7. Group VII – 45' Standard Floor

<u>Estimated Annual</u>				
<u>Year</u>	<u>Tire Size</u>	<u>Vehicle Miles</u>	<u>Tire Mileage Rate</u>	<u>Annual Cost</u>
1	315/80R x 22.5	549,465 miles x 8	\$_____ per tire mile =	\$_____
2	315/80R x 22.5	495,531 miles x 8	\$_____ per tire mile =	\$_____
3	315/80R x 22.5	493,352 miles x 8	\$_____ per tire mile =	\$_____
4	315/80R x 22.5	493,352 miles x 8	\$_____ per tire mile =	\$_____
5	315/80R x 22.5	493,352 miles x 8	\$_____ per tire mile =	\$_____
Total Cost for Five Years – Group V (Years 1 thru 5)				\$_____

8. Group VIII – 60' Low Floor

<u>Estimated Annual</u>				
<u>Year</u>	<u>Tire Size</u>	<u>Vehicle Miles</u>	<u>Tire Mileage Rate</u>	<u>Annual Cost</u>
1	305/70R x 22.5	1 miles x 10	\$_____ per tire mile =	\$_____
2	305/70R x 22.5	320,000 miles x 10	\$_____ per tire mile =	\$_____
3	305/70R x 22.5	640,020 miles x 10	\$_____ per tire mile =	\$_____
4	305/70R x 22.5	640,020 miles x 10	\$_____ per tire mile =	\$_____
5	305/70R x 22.5	640,020 miles x 10	\$_____ per tire mile =	\$_____
Total Cost for Five Years – Group VI (Years 1 thru 5)				\$_____

Lease Rate Per Tire Mile (Cont.)**Tire Services****9. Group IX - Cost for Vehicle Tire Service as described in Section 3.0.**

<u>Year</u>		<u>Monthly Cost</u>	<u>Annual Cost</u>
1	Cost of Vehicle Tire Service	\$ _____ x 12 =	\$ _____
2	Cost of Vehicle Tire Service	\$ _____ x 12 =	\$ _____
3	Cost of Vehicle Tire Service	\$ _____ x 12 =	\$ _____
4	Cost of Vehicle Tire Service	\$ _____ x 12 =	\$ _____
5	Cost of Vehicle Tire Service	\$ _____ x 12 =	\$ _____
Total Cost for Five Years- Group IX (Years 1 thru 5)			\$ _____

Total of all nine groups (Groups I thru IX): \$ _____